

DISTRICT COURT
IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

FILED

MAY 24 2016

MARTA SANZALONE, an individual,

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, A foreign for profit
Corporation,

Defendant.

SALLY HOWE SMITH, COURT CLERK
Case No.: CJ-2016 STATE OF OKLA. TULSA COUNTY

CJ-2016-01974

ATTORNEY LIEN CLAIMED

Caroline Wall

PETITION

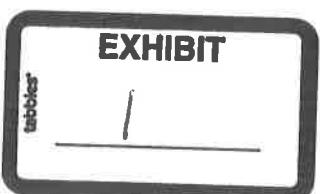
COMES NOW the Plaintiff, Marta Sanzalone, and for her cause of action against the Defendant, states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff is a resident of Tulsa County, State of Oklahoma.
2. Defendant State Farm Mutual Automobile Insurance Corporation ("State Farm") is a foreign for-profit corporation doing business in Oklahoma with substantial ties to Tulsa County.
3. The acts and omissions that gave rise to this litigation occurred in Tulsa County, State of Oklahoma.
4. This Court has jurisdiction, and venue is proper in Tulsa County, State of Oklahoma.

FACTS COMMON TO ALL CLAIMS

5. Paragraphs 1-4 are incorporated herein by reference.
6. On or around May 31, 2014, Plaintiff was involved in a motor vehicle accident



due to the negligence of a third party.

7. Plaintiff sustained serious bodily injury as a result of this accident.
8. The Plaintiff had an insurance policy of uninsured motorist coverage with Defendant State Farm.
9. On July 9, 2015, Plaintiff submitted a request to Defendant to tender policy limits under the applicable policy of uninsured motorists coverage. Contained within said request were medical records and bills.
10. In response to said demand, Defendant State Farm offered Plaintiff \$13,167.00 in uninsured motorist benefits.
11. On October 19, 2015, Plaintiff provided supplemental medical records and bills to Defendant State Farm totaling \$13,730.00.
12. In response, Defendant again offered Plaintiff \$13,167.00 in uninsured motorist benefits.
13. To date, Defendant State Farm has failed to tender benefits under the applicable policy of insurance and continues to maintain the position that the value of Plaintiff's claim is \$13,167.00.

CAUSE OF ACTION

(AS TO DEFENDANT STATE FARM)

COUNT I: BREACH OF CONTRACT

14. Paragraphs 1-13 are incorporated herein by reference.
15. Plaintiff was insured by a policy of uninsured motorist coverage with Defendant State Farm at the time of the accident.
16. That, at the time of the accident, the third party tort-feasor was an uninsured

motorist, in that he did not have any liability insurance coverage to thoroughly compensate the Plaintiff for her injuries. That pursuant to the terms of the policy of insurance with Defendant State Farm, this is a situation wherein the uninsured motorist coverage contained in said policy applies to the accident involving Plaintiff.

17. Plaintiff has requested that Defendant State Farm tender payment under said policy, and Defendant State Farm has failed to tender said payment in connection with said policy. Plaintiff has performed all conditions precedent under the policy.
18. That the Defendant State Farm has breached its contract of insurance and has wholly refused or neglected to pay Plaintiff the value of her damages. Said failure constitutes a breach of contract of said insurance policy, and the Plaintiff is entitled to a judgment against Defendant State Farm for the personal injuries sustained while covered by such contract.

COUNT II – BAD FAITH

19. Paragraphs 1-18 are incorporated herein by reference.
20. There was in effect at the time of the accident a policy of uninsured motorist coverage with Defendant State Farm with respect to the Plaintiff.
21. Defendant State Farm was contacted by Plaintiff requesting that it fulfill its contractual obligations and tender payment under the applicable policy of uninsured motorist insurance coverage.
22. As of the date of this filing, Defendant State Farm has yet to tender the policy amounts owed to Plaintiff, or to make any payment to Plaintiff whatsoever.
23. In its handling of Plaintiff's claim for benefits under the insurance policy, and as a

matter of routine practice in handling similar claims, Defendant breached its duty to deal fairly and in good faith towards Plaintiff and others.

24. As a direct result of Defendant's breach of contract and breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered the loss of the insurance policy benefits, mental and emotional distress, anxiety, embarrassment, medical expenses and financial hardship, all in an amount in excess of \$75,000.00.

COUNT III – PUNITIVE DAMAGES

25. Paragraphs 1-24 are incorporated herein by reference.

26. The intentional, wanton and reckless conduct of Defendant in disregard of Plaintiff and others is, and was, conducted with full knowledge, in that Defendant knew, or should have known, of the severe adverse consequences of its actions upon Plaintiff and others.

27. That such actions and or inactions were not only detrimental to the Plaintiff but the public in general.

28. Defendant has acted intentionally, maliciously and in reckless disregard for the rights of the Plaintiff. As a result, the Plaintiff is entitled to recover punitive damages against the Defendant for these actions.

WHEREFORE, based on the foregoing, Plaintiff prays that this Court grant the relief sought including, but not limited to, actual damages in excess of Seventy Five Thousand Dollars (\$75,000.00), with interest accruing from date of filing of suit, punitive damages in excess of (\$75,000.00), reasonable attorneys fees, and all other relief deemed appropriate by this Court.

Respectfully submitted,

SMOLEN, SMOLEN & ROYTMAN, PLLC



Donald E. Smolen, II (OBA# 19944)
701 South Cincinnati Avenue
Tulsa, OK 74119
(918) 585-2667
(918) 585-2669 (Fax)
Attorneys for Plaintiff